

**11 CIV. 8521**

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**ISRAEL PERL; pro se,**  
Plaintiff,

Case No. \_\_\_\_\_

-v-

**JURY TRIAL DEMANDED**

**AT&T MOBILITY;**  
Defendant,

**COMPLAINT**

Plaintiff, ISRAEL PERL, individually, and pro se, hereby sues Defendant AT&T  
MOBILITY, and alleges:

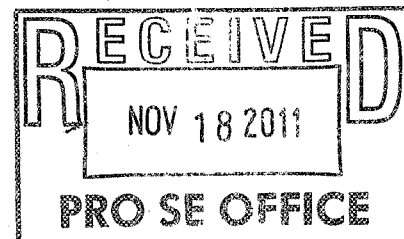
**PRELIMINARY STATEMENT**

1. This is an action for damages and injunctive relief brought by Plaintiff against  
Defendant from violations of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. §1681 *et seq.*

**JURISDICTION AND VENUE**

2. Jurisdiction of this Court arises under 15 U.S.C. §1681p (FCRA).

3. Venue is proper pursuant to 28 U.S.C. §1391(b). Venue in this District is proper in  
that the Plaintiff resides here, the Defendants transact business here, and the conduct complained  
of occurred here.



### **PARTIES**

4. Plaintiff, is a natural person who resides in the State of New York and is a consumer as defined by the 15 U.S.C. §1681 (FCRA).

5. Upon information and belief Defendant AT&T MOBILITY, is an unknown entity with an address of 1801 Valley View Lane, Farmers Branch, TX 75234-8906. Defendant uses the U.S. Postal Service mail to conduct business, and is authorized to do business in New York.

6. All conditions precedent to the bringing of this action have been performed, waived or excused.

### **FACTUAL ALLEGATIONS**

7. Plaintiff alleges and incorporates the information in paragraphs 1 through 6.

8. On or about January 10, 2010, Defendant initiated a "hard pull" of Plaintiff's credit report from Equifax without permissible purpose, thereby reducing Plaintiff's credit score.

### **COUNT I**

#### **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

#### **WILLFUL NON-COMPLIANCE BY DEFENDANT AT&T MOBILITY**

9. Paragraphs 1 through 8 are realleged as though fully set forth herein.

10. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

11. Defendant is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

12. Defendant willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

(a) Defendant willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

**WHEREFORE**, Plaintiff demands judgment for damages against AT&T MOBILITY, for statutory damages, and punitive damages, fees and costs, pursuant to 15 U.S.C. §1681n.

## **COUNT II**

### **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

#### **NEGLIGENT NON-COMPLIANCE BY DEFENDANT AT&T MOBILITY**

13. Paragraphs 1 through 12 are realleged as though fully set forth herein.

14. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

15. Defendant is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

16. Defendant negligently violated the FCRA. Defendant's violations include, but are not limited to, the following:

(a) Defendant negligently violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

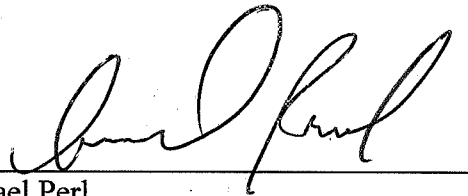
**WHEREFORE**, Plaintiff demands judgment for damages against AT&T MOBILITY, for statutory damages, and punitive damages, fees and costs, pursuant to 15 U.S.C. §1681o.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: November 14, 2011

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Israel Perl', written over a horizontal line.

Israel Perl  
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